BRUHATH BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSAL

Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpaths andshoulder drains including repairs to drains and re-leveling of formation of footpaths, realignment of kerb stones, replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and conveying the silt/debris/solid waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of Road Infrastructure-South Division.

OFFICE OF THE EXECUTIVE ENGINEER
South Division,
BBMP,Bengaluru

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s),whether verbally orin documentary or any other form by or on behalf of the BBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.This RFP is not an agreement and is neither an offernor invitation by the BBMP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP inrelation to the Project.Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors/ Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law.The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation oropinionon lawexpressedherein.TheBBMP,itsemployeesandadvisorsmakeno representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever cause darising from reliance of any Bidder upon the statements contained in this RFP. The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the BBMP is bound to select aBidder ortoappointtheSelected Bidder, as the case may be, for the

Project and the **BBMP reserves the right to reject all or any of the Bidders or Bids without assigningany reason whatsoever.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or anyothe r costs incurredin connection with orrelatingt oits Bid.All such costs and expenses will remain with the Bidder and the BBMP shall not beliable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the BiddingProcess.

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SECTION1.LETTEROFINVITATION

BRUHAT BENGALURU MAHANAGARA PALIKE

No.EE(RI-South)/TEND/ 01/2025-26

Office of the Executive Engineer,
Road Infrastructure – South Division
Bengaluru
Email: eerisouth@gmail.com
Date:05.04.2025

Short Term Tender Notification

INVITATION FOR TENDER (IFT)

(Through **GOK KPP Portal** only)

(Two Cover System)

1. The Works are sanctioned under Escrow Grants and BBMP Grants vide Administrator approval for taking up of the work listed below.
2. The Executive Engineer, RI-South Division, BBMP, Bengaluru invites tenders from eligible Contractors registered in Bruhat Bengaluru Mahanagara Palike or equivalent registration with CPWD / KPWD /Railways / MES / National Highway or any State Government Organizations for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through KPPP portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in/). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract (Standard Tender Document and KTPP Act shall be followed).
3. Tender Documents may be downloaded from the Karnataka Public Procurement Portal of the Government of Karnataka from **07.04.2025**
4. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document any errors in the EMD shall be liable for rejection and shall have to be valid for 90 days beyond the validity of the tender.
5. Tenders must be submitted online through KPP Portal on or before **16.00 hours on 17.04.2025** and the Opening of Tenders will be as per the KPP Portal Guidelines.
6. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Amount put to tender (Rs.lakhs)	EMD (in Rs.)	Period of Completion
1	Annual Maintenance of Arterial and Sub-Arterial Roads including footpath in BTM Layout, Jaynagar and Padmanabhnagar constituency area of RI South Division	84.44 Lakhs	Rs. 1,46,000/-	12 months including Monsoon

2	Annual Maintenance of Arterial and Sub-Arterial Roads including footpath in Vijaynagar, Chickpete and Basavanagudi constituency area of RI South Division	84.44 Lakhs	Rs. 1,46,000/	12 months including Monsoon

Following shall be the calendar of events for Tendering:

Availability of Tender documents	:	07.04.2025 onwards
Last date of receipt of queries	:	11.04.2025 upto 13.00 hours
Pre bid meeting	:	11.04.2025 16.00 hours
Last Date &Time for receipt of tenders	:	17.04.2025 16.00 hours
Date & Time for Opening of Technical Bid	:	19.04.2025 11.00 hours
Date &Time for Opening of Financial Bid	:	(Will be intimated after obtaining approval for Technical Evaluation)

Note:

1. A Pre-Tender Meeting will be held on **11.04.2025 at 16:00 hours** in the office of the **Engineer in Chief, BBMP, Room No.108, Annexe-2 Building, NR Square, Bengaluru** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
2. The bid must be submitted in the electronic tendering system only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.
3. Aspiring Tenderers / Contractors who have not registered in e – Procurement should register before participating through the website http://kppp.karnataka.gov.in
4. Before Submission of Online Tenders, Tenderers must ensure that Scanned Copies of all the necessary Documents have been attached with the Tender.
5. All the Information's required for Tenders must be filled and submitted online.
6. For details, Registration and e–Payment visit GOK KPP Portal Website http://kppp.karnataka.gov.in or contact KPP Portal Helpdesk at 080 – 22441076.
7. This Tender Notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Executive Engineer
RI-South Division
Bruhat Bangalore Mahanagara Palike

Copy Submitted for kind information to the:

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of The Hon'ble Administrator.
2. Personnel Assistant to Hon'ble Chief Commissioner to bring into the kind notice of The Hon'ble Chief Commissioner.
3. Special Commissioner (Projects)/Additional Commissioner (Projects).,BBMP.
4. Engineer–in-Chief, BBMP for kind information.
5. Joint Commissioner (South)/(West)/(East)/(RajarajeshwariNagar)/(Bommanahalli)/(Dasarahalli)/ (Mahadevapura) /(Yelahanka) Zone for kind information.
6. Chief Engineer, RI/Environment/Markets/South/West/East/RajarajeshwariNagar/Bommanahalli/ Dasarahalli/ Mahadevapura /Byatarayanapura Zones/SWD/Projects for kind information.
7. Superintending Engineer (Road Infrastructure)/ (RajarajeshwariNagar) /(Bommanahalli)/(Dasarahalli) (Mahadevapura) / (Byatarayanapura) for kind information.
8. The CAO/Chief Auditor for kind information.
9. I.T.Advisor with a Request to publish the same in the BBMP Website.
10. All Executive Engineers with a Request to publish the same in the Notice Boards.
11. A.O (Projects)/Accounts Superintendent/Cashier for information and necessary action.
12. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level.

13. Notice board
14. Office Copy.

Executive Engineer
RI-South Division
Bruhat Bangalore Mahanagara Palike

SECTION2.INFORMATIONTOFIRMS
1. INTRODUCTION

1.1 BBMP will select a Firm among thosewho submit the proposals in response to theLetter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpathsand Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar, Chickpete and Basavanagudi Constituency of RI South required for the Assignment named in the DataSheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the DataSheet.WhentheAssignmentincludesseveralphases,theperformanceofthe Firm under each phase must be to the Client's satisfaction before work begins on thenext phase.

1.4 TheFirmsmustfamiliarizethemselveswithlocalconditionsandtakethemi nto accountinpreparingtheirProposals.Toobtainfirst-handinformationonthe assignment and on the local conditions, **Firms are encouraged to pay a visit to the worksite/Client**beforesubmittingaProposal,andtoattendapre-bidconferenceif one is specified in the Data Sheet. Attending the pre-bid conference is optional. The Firm'srepresentativeshouldcontacttheofficialsnamed intheDataSheettoarrange fortheirvisittositeortoobtainadditionalinformationonthepre-bidconference. Firmsshouldensurethattheseofficialsareadvisedofthevisitin adequatetimeto allow them to make appropriate arrangements.

1.5 The BBMP will provide the inputs specified in the Data Sheet, assist the Firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment;and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BBMP expects Firms to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients,or that may placethemin aposition ofnotbeing able to carry out the assignment in the best interest of the BBMP.

1.7.1 Without limitation on the generality of this rule, Firms shall not be hired under the circumstances set for the below:

(a) AfirmwhichhasbeenengagedbyBBMPtoprovideworksforaproject,andany of theiraffiliates,shallbedisqualifiedfromDesiltingofroadsidedrains/nearkerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs andkerbstones,maintenanceofroadsunderflyoversandunderpassesandConveying theSilt/Debris/SolidWaste/tree vegetation to approved locations within Vijaynagar, Chickpete and Basavanagudi Constituency area in BBMP limits for the same project. Conversely, firms hired to provide desilting of road side drains/near kerbs,corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs andkerbstones,maintenanceofroadsunderflyoversandunderpassesandConveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limitsfor the preparation or implementation ofaproject,andanyof their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier desilting ofroad sidedrains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones,maintenance ofroads under flyovers andunderpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits for the same project.

(b) Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.

1.7.2 As pointed out in para.1.7.1 (a) above, Firms may be hired for downstreamwork, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Firm should take the likelihood of continuation into account. It will be the exclusive decisionofthe Client whether ornot to have thedownstream assignment carried out, and if it is carried out, which Firm will be hired for the purpose.

1.8 It isGOK/BBMP/BBMP's policy to require that Firms observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK/BBMP:

(a) defines,forthepurposesofthisprovision,thetermssetforthbelowasfollows:

(i) "corruptpractice" means the offering,giving, receiving, orsoliciting ofanything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulentpractice" means a misrepresentation of facts in order to influence a selectionprocessortheexecutionofacontracttothedetrimentof GOK/BBMP, and includes collusive practices among Firms

(prior to or after submissionofproposals)designedtoestablishpricesat artificial, noncompetitive levels and to deprive GOK/BBMP of the benefits of free andopen competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) willdeclare afirmineligible,eitherindefinitely orforastatedperiodoftime, to be awarded GoK/BBMP-financed contract if it atany time determines thatthe firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK/BBMP-financed contract; and

(e) will have the right to require that, GoK/BBMP to inspect Firm's accounts andrecordsrelatingtotheperformanceofthecontractandtohaveth emaudited by auditors appointed by GoK/BBMP.

1.9 Firms shallnotbe underadeclarationofineligibilityforcorruptand fraudulent practices issued by GoK/BBMP in accordance with the above sub para 1.8(d).

1.10 Firms shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1 Firms may request a clarification of any item of the RFPdocument up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond bycable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Firms who intend to submit proposals.

2.2 AtanytimebeforethesubmissionofProposals,theClientmay,foranyreason , whether at its own initiative or in response to aclarification requested by an invitedFirm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Firms are requested to submit a Proposal (para 1.2) written inthe language(s) specified in the Data Sheet.

TechnicalProposal

3.2 In preparing the Technical Proposal, Firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Firms must give particular attention to the following:

(i) Deleted.

(ii) For assignments on a staff-time basis, the estimated number of

key professional staff-months is givenin the DataSheet.The proposalshall,however,be based on the number of key professional staff-months estimated by the Firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experienceindicated in the Data Sheet.

(v) Alternativekey professionalstaffshallnotbeproposed,andonly one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the Firms as part of this assignment must be in the language(s) specifiedin the Data Sheet.Itisdesirablethatthefirm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms(Section3):

(i) A brief description of the Firm's organization and an outline of recentexperience on assignments (Section 3B). For each assignment, the outlineshouldindicate,interalia,theprofilesandnamesofthestaffp rovided, duration of the assignment, contract amount, and Firm's involvement.

(ii) AnycommentsorsuggestionsontheTermsofReferenceandonthed ata,a list of services, and facilities to be provided by the Client (Section3C).

(iii) Adescriptionofthemethodologyandworkplanbywhichthefirmpro poses to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the program evaluation review technique (PERT) type (Section3D).

(iv) The details of the proposed desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formationoffootpaths,Realignmentofkerbstones,Replacementofd raincovering slabs and kerb stones, maintenance of roads under flyovers and underpasses and ConveyingtheSilt/Debris/SolidWaste/treevegetationtoapprovedlo cationswithin BBMPlimits and staff team would be assigned to each staff team member, and their timing (Section3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree ofresponsibility held in various assignments during the last ten (10)years.

(vi) DetailsofmonthlyActivityschedule. (Sections3H).

(vii) A detaileddescriptionoftheproposed methodology,staffing,and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) AnyadditionalinformationrequestedintheDataSheet.

3.5 TheTechnicalProposalshallnotincludeanyfinancialinformation.

Financial Proposal

3.6 InpreparingtheFinancialProposal,Firmsareexpectedtotakeintoaccount the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms(Section4).It lists all costs associated with the Assignment, including (a)remuneration for staff, and (b)reimbursable such assubsistence(per diem, housing), transportation (national and local, for mobilization and demobilization),services and equipment(vehicles,officeequipment,furniture,and supplies),office rent, insurance, printing ofdocuments, surveys; and training,if it is a major component of the assignment.If appropriate, these costs should be broken down by activity.

3.7 Firms shall express the price of the ir services in Indian Rupees.

3.8 The Proposals must remain valid for a minimum of90 days.During this period, the Firm is expected to keep available the key professional staff proposed for theassignment. The Client will make its best effort to complete negotiations within this period.IftheClientwishestoextendthevalidityperiodoftheproposals,theFirms who do not agree have the right not to extend the validity oftheir proposals.

4. SUBMISSION,RECEIPT,ANDOPENINGOFPROPOSALS

4.1 The originalProposal(TechnicalProposalandFinancialProposal;seepara1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, excepts necessary to correct errors made by the firm itself. Any such corrections must beinitialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Firm initials all pages of the Proposal. The representative'sauthorizationis confirmed by awrittenpower ofattorney accompanying the Proposal.

4.3 For each Proposal, the Firm should prepare the number of copies indicated in the Data Sheet.EachTechnicalProposalandFinancialProposalshouldbemarked" **Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. The proposals has to be uploaded only throughKPPportaleitherscannedcopy oftheproposalorin pdfformatof the proposal.

4.4 –Proposal to be submitted only through KPP portal-

4.5 -deleted-

4.6 After the deadline for submission ofproposals the Technical Proposal shall be openedby the Tender inviting authority through KPP-portal. The Financial Proposal shall remain unopened in e-portal till technical proposals are approved.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract isawarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the DataSheet. Any effort by theFirm to influencethe Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

EvaluationofTechnicalProposals

5.3 The evaluation committee asappointed by the Client as a whole, and each ofits membersindividually,evaluatestheproposalsonthebasisoftheir responsivenessto theTermsofReference,applyingtheevaluationcriteria,sub-criteria(typicallynot more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated further:

1. The firm/agency shall have in possession at least 01 nos of tipper which should be in the name of the bidder.The **Original RC book of 1tipper** shall be submitted by the bidder to BBMP.
2. The Firm/agency shall provide atleast 01 Supervisor with Diploma in Civil, 05 laborers for every 40kms.
3. The firm/agency shall paint the whole machineries with **"**Sky Blue Paint" marked As "BbmpContractVehicleForAnnualMaintenanceOfArterialAndSub-ArterialRoad Of Bengaluru City".
4. The contract for the Firms/Companies/Agencies is 1Yearand the same is extendable on Mutual consent/satisfactory services of the agency for a further period.
5. The Firms/Companies/Agencies shall have minimum turnover of twice the contract amount of **Rs.168.90 Lakhs** atleast in 2 financial years in the last 5years.
6. The Firms/Companies/Agencies shall have executed Single Work of similar nature of work such as maintenance of roads atleast for 1 year for an amount of **Rs.42.23 Lakhs** not less than 50% of the total tender amount in Civil Engineering construction.
7. The Firm shall have liquid assets and/or availability of credit facilities

in the form of credit lines / letter of credit / certificates from a Nationalized banks for not less than **Rs.22.00 Lakhs** for meeting the finance request of the project.

8. The firm shall submit GST 3B certificate,ITR for 2years and Labour licence.
9. ThefirmshallsubmitthepaidcopyofESIandPFforlast6months
10. The firm must have an established office with necessary infrastructure and sufficient manpower and resources required for carrying out **desilting of road side drains/near kerbs,corners,onfootpathsandShoulderDrainsincludingRepairstodrainsandRe- levelingofformationoffootpaths, Realignmentofkerbstones,Replacementofdrain coveringslabsandkerbstones,maintenanceofroadsunderflyoversandunderpasses andConveyingtheSilt/Debris/SolidWaste/treevegetationtoapprovedlocationswithin**

BBMPlimits. PublicOpeningandEvaluationofFinancialProposals;

11. **Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those Firms whose proposals did not meet the minimum qualifying mark or were considered non-responsivetotheRFPandTermsofReference,indicatingthattheirFinancial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date.The notification maybesent by registered letter, cable, telex, facsimile, or electronic mail.(Will be done as per KPP portal procedure)

5.5 The Financial Proposals shall be opened through KPP portal only publicly in the presence of the Firms' representatives who choose to attend. The name of the Firm, the quality scores, and the proposed prices shall be read aloud and recorded when the FinancialProposalsareopened.TheClientshallprepareminutesofthepublic opening.

5.6 TheevaluationcommitteewilldeterminewhethertheFinancialProposalsare complete, (i.e., whether they have costed all items of the corresponding Technical Proposals,ifnot,theClientwillcostthemandaddtheircosttotheinitialprice), correct any computational errors.

5.7 TheClient willselectthelowestproposal('evaluated'price).TheselectedFirm will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim isto reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology(workplan),staffingandanysuggestionsmadebythefirmtoimprove the Terms of Reference. The Client and Firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TermsofReferencewillthenbeincorporatedinthe"DescriptionofServices"and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown offees) nor other proposed unitrates.

6.4 HavingselectedtheFirmonthebasisof,amongotherthings,anevaluationof proposedkeyprofessionalstaff,theClientexpectstonegotiateacontracton thebasis of the experts named in the Proposal. Before contract negotiations, the Client willrequire assurances that the experts will be actually available. The Client will notconsider substitutions during contract negotiations unless both parties agree that undue delayintheselectionprocessmakessuchsubstitutionunavoidableorthats uch

changes are critical to meet theobjectives ofthe assignment.Ifthis is not thecaseand if it is established that key staff was offered in the proposal without confirming their availability, the Firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Firm will initial the agreed contract. If negotiations fail, the Client will invite the Firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the Financial Proposals of those Firms who did not pass the technical evaluation (para5.3)

7.2 The Firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3 The Firm/Agency shall deposit5% ofthe total contract value before award ofcontractas Performance Security Deposit.

8. CONFIDENTIALITY

8.1 Information relating to evaluationofproposals and recommendations concerningawards shall not be disclosed to the Firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

5. PERFORMANCEGUARANTEE&PERFORMANCECLAUSE

5.1 PerformanceGuarantee:

Performance Guarantee for an amount equivalent to 5% of the contract amount of the successful bidder is to be given to BBMP towards Performance of the successful Annual MaintenanceofArterialandSubArterialroadsincludingdesiltingofroadsidedrains/near kerbs, corners, on footpaths and Shoulder Drains includingRepairs to drains and Re-leveling offormationoffootpaths,Realignmentofkerbstones,Replacementofdraincoveringslabs andkerbstones,maintenanceofroadsunderflyoversandunderpassesand Conveyingthe Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South .This Performance Guarantee shall be in the form of Bank Guarantee is sued by a Nationalised Bank/ Scheduled Bank in the format to be approved by BBMP and shall be submitted at the time executing the agreement which shall be valid for 12 months from the date of agreement.Performance Clause:

Firmsshallbeexpectedtofullycomplywithalltheprovisionsofthe`Termsof Reference', and shall be fully responsible for Annual Maintenance of Arterial and Sub Arterialroadsincludingdesiltingofroadsidedrains/nearkerbs,corners,on

footpathsand Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenanceofroadsunderflyoversandunderpassesandConveyingtheSilt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of Road Infrastructure-South Divisionin accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Firm in notifying to BBMP and the Contractor on non-compliance of the provisions of the Contract Agreement and other schedules by the Contractor,non-adherencetotheprovisionofToRandnon-adherencetothetime

scheduleprescribedunderToshallamounttonon-performance.

5.2 Inthe event of non-performance by the Firm, BBMP will retain the right to encash the Performance Guarantee

DATASHEET

InformationtoFirms

Clause Reference	
	The name of the Client is:**BRUHAT BENGALURU MAHANAGARA PALIKE, (BBMP)** Address of the client is Office of the Executive Engineer,RI-South Division, 1st Floor, South Zone Office,9th Cross Jaynagar 2nd Block Bangalore **Email: eerisouth@gmail.com** The method of selection is:Least Cost Selection(LCS)
	ATechnical and a Financial Proposals are requested: **Yes** The name, objectives and description of the Assignment are: Name:AnnualMaintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment o fkerbstones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of Road Infrastructure-South Division. The primary objective of the client for hiring the services of the Firm is for: • Providing 01tippers of capacity not less than 5.5cum,4 Nos unskilled Labours, Nos1 Semi Skilled labour and 1no Supervisor for removal of silt by road side kerb and Median (Considering for 40 kms) • Hiring JCB or Excavator • Removing &Resetting of Footpath Slabs • Removing &Resetting of Kerb Stones • Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finished in line as per direction of Engineer in charge. • Providing and laying 100mm thick pre-cast cover slabs over Rain water harvesting pit of width not exceeding 1000 mm using M20 concrete reinforced with TMT bars Fe 500 @ 6kg/m2, slabs jointed in CM 1:3 proportion and nicely finished Including providing holes in the Cover slabs wherever necessary for easy drainage of surface water including of labour, materials, scaffolding, usage of machinery, curing, lead and lift charges etc, Complete. • Remove and Resetting of available heavy duty cobble stones/Interlocking stomes/ Pavers of 60/75/80/100mm thick interlock pavers, over 40mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete

	as per specifications. • Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force there by forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level , including cost of materials, labour and Usage charges of machinery complete as per specifications. • Earth work in surface excavation for stripping, seating of bund, Road way by manual means for lowering &levelling the ground for all works other than foundation & depth in Ordinary rock and soft rock upto 300mm depth as per drawing and technical specifications, including setting out, barricading, caution lights, including dressing of excavated surfaces, disposing off or levelling the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5m including cost of labour, tools, usage& other appurtenances required to complete the work • Disposal of building rubbish/malba/similar un serviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge to the appropriate disposal area. • Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract. • Removal of all types of debris. • Disposal of Tree vegetation cut during rainy season and left over vegetation, fallen trees. • Pruning of road side trees/Central median and corners. • Lodging Police Complaint against unauthorized dumping of debris / garbage waste. **Description:** as given in section5,termsof reference
1.3	The Assignment is phased:**Yes**
1.4	A pre-bid conference will be held:**Yes**
1.5	The Client will provide the following inputs: No inputs will be provided by the client except for available data and reports
1.6	The Client envisages the need for continuity for downstream work: **Yes** The BBMP may extend the services of the firm for another term of 1year at the discretion of BBMP
1.7	The clauses on fraud and corruption in the contract are Sub-Clause2.7.1of G.C.C.
2.1	Clarifications may be requested before the submission date. The address for requesting clarifications is: Office of the Executive Engineer, RI-South Division, 1st Floor, South

	Zonal Office,9th Main, Jaynagar 2nd Block, Bangalore

3.1	Proposals should be submitted in the following language(s): **English**
3.2	(i)Shortlisted Firm may associate with other shortlisted Firm: NO The minimum required experience of proposed key professional staff is: The Firm/agency shall provide at least 01Supervisor,4 Unskilled labours, and 1Semi skilled labour Firm is required to mobilize extra supporting staff, if required, without additional cost Reports which are part of the assignment must be written in the following language: **English**
3.3	**(vii)** Training is an important feature is this Assignment : **Yes** **(viii)** Additional information in the technical proposal includes . **Nil**
3.4	Proposals must remain valid **90** days after the submission date i.e.until:
4.1	Firms must submit an original and One[1]additional copy of each proposal.
4.2	The proposal submission address is:-Through KPP portal only-
4.3	Proposals must be submitted no later than the following date and time: Through KPP Protal only before**17.04.2025 at 16.00hrs**
5.1	The address to send information to the Client is: Office of the Executive Engineer,RI-South Division, 1st Floor, South Zonal Office,9th Main, Jaynagar 2nd Block Bangalore
5.2	Evaluation Criteria 1. The Firms/Companies/Agencies shall have carried out the works pertaining to construction or maintenance of Road works such as desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacementofdraincoveringslabsandkerbstones,maintenanceof roadsunder flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits and as per the directions of the Engineer-In-Charge of the work. 2. The Firms/Companies/Agencies shall quote Rate per km of Arterial and Sub- arterial roads including all labor, equipment, materials with qualified supervision as may be necessary to provide professional services of Arterial and Sub Arterial roads in Road Infrastructure. 3. The contract for the Firms/Companies/Agencies is 01Year and the same is extendableonMutualconsent/satisfactoryservicesoftheagencyfora furtherperiod of 3 years. 4. The firm/agencyshall haveinpossessionatleast01nosoftipperwhichshouldbe in the name of the bidder. The **Original RC book of 1 tipper** shall be submitted by the bidder to BBMP. 5. The Firms/Companies/Agencies shall have minimum turnover of twice the contract amount of **Rs.168.90 Lakhs**atleast in 2 financial years in the last5years.

	6. The Firms/Companies/Agencies shall have executed Single Work of similar nature of work such as maintenance of roads for an amount of **42.23 Lakhs** not less than 50% of the total tender amount in Civil Engineering construction. 7. The Firm shall have liquid assets and/or availability of credit facilities in the form of creditlines/ letter of credit/ certificates from a Nationalized banks for not less than **Rs.25.00Lakhs** formeetingthefinancerequestoftheproject. 8. The firm shall submit GST 3B certificate, ITR for 2years and Labour licence 9. The firm shall submit the paid copy of ESI and PF for last 6 months 10. The agency has to submit ESI &PF certificate or relevant exemption certificate from labour office duly certified copy to be upload. The number of points to be given under each of the evaluation criteria are: i. Specific experience of the Firms related to the Assignment — Points 60 ii. Adequacy of the proposed work plan and methodology in responding to the TOR — 15 iii. Adequacy of the required turnover — 10 iv. Equipment, facilities available and transfer of knowledge — 15 Total Points: 100 **The minimum technical score required top assis: 80Points**
6.1	The address for negotiations is: **The Chief** **Engineer** Road Infrastructure, Annexe-3 Building, N.R.Square,Bangalore

DATA SHEET:
LIST AND LOCATIONS OF ARTERIAL AND SUB ARTERIAL ROADS COVERED UNDER THIS CONTRACT
(To be filled by Executive Engineer, RI-South Division)

CONSTITUENCY	Road ID	NAME OF THE ROAD	FROM	TO	Length in Km
Chickpet	S158	Rangarao Road	Tippusulthan Road	Vanivilas Road	1.50
Chickpet	S195	Krishna Rao - Krumbigal Road	Lalbagh North Gate	MN Krishna Rao Park	1.50
Chickpet	S196	Lalbagh Main Road	Subbhaiah Circle	Lalbagh North Gate	1.50
Chickpet	S201	Sanatorium Road	Marigowda Road	Swagath Theatre Road	3.00
Chickpet	A43	Lalbagh fort road	Minerwa Circle	Lalbagh North Gate	1.30
Chickpet		Dr. Marigowda road	Lalbagh North Gate	Dairy Circle	4.30
Chickpet	A47	KR road	KR Market	Netkallappa Circle	5.30
			Netkallappa Circle	27th Cross Road	
Chickpet	A60	R.V Road	Town Hall	South End Circle	6.00
			South End Circle	Marenahalli Road	
Chickpet	A62	Bannerghatta road	swd	Dairy Circle	4.50
			Dairy Circle	30th Cross Jayanagar	
			30th Cross Jayanagar	ORR (Jedimara)	
Chickpet	S163	Gandhi Bazar Main Road	Bull Temple Road	K.R. Road	1.00
Chickpet	S166	South End Road	Mariyappa Road	Nagasandra Main Road	2.00
Chickpet		Nala road	JC Road	K H Road	2.00
Chickpet		DVG Road	Subram Chetty Road	Vanivilas Road	2.00
Chickpet		Mahila Vidyalaya Road	Vanivilas Road	Public Square Road	0.60
TOTAL					**36.50**

SECTION3.TECHNICAL PROPOSAL–STANDARD FORMS

3A	Technical proposal submission form.
3B	Firms references.
3C	Comments and suggestions on theTerms of Reference and on data services, and facilities to be provided by theClient.
3D	Description of the methodology and work plan of performing the assignment
3E	Team composition and task assignments.
3F	Form at of CurriculumVitae of proposed key professional staff.
3G	Time schedule for professionalpersonnel.
3H	Activity(work)schedule.

3A.TECHNICAL PROPOSAL SUBMISSION FORM

[Location,Date]

From: To:

[Name and Address of Firm] **ExecutiveEngineer,**
RI-South
DivisionBBMP,
Bengaluru.

Sir,

Subject: Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/nearkerbs,corners, onfootpathsandShoulderDrainsincludingRepairstodrainsand Re-levelingofformationoffootpaths,Realignmentofkerbstones,Replacemen tofdrain coveringslabsandkerbstones,maintenanceofroadsunderflyoversandun derpassesand ConveyingtheSilt/Debris/SolidWaste/treevegetationtoapprovedlocation swithinBBMP limits pertaining to Vijaynagar, Chickpete, and Basavanagudi Constituency of RI-South Division.

We,the undersigned,offer to provide the Annual Maintenance of Arterial and SubArterial roads including desilting of road side drains/near kerbs,corners,on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths,Realignmen to kerbstones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/SolidWaste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar, Chickpete, and Basavanagudi Constituency of RI-South Division..in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a FinancialProposalsubmittedthroughe-portal.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

WeunderstandyouarenotboundtoacceptanyProposalyo

ureceive. We remain,

Yours sincerely, Authorised Signature: Name and Title of Signatory: Name of Firm: Address:

3B.FIRM"SREFERENCES (WORK EXPERIENCE CERTIFICATES to be Enclosed)

RelevantServicescarriedoutinthelastFiveYearsincludingName of the work, Quantity of items executed, year of execution and completion, financial bills received that best illustratequalifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">AssignmentName:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location with in Country:</td><td colspan="2">Name of equipment used</td></tr>
<tr><td colspan="2">Works covered</td></tr>
<tr><td colspan="2">ItemsandQuantityexecutedinCum</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Addressofclient.:
Nameandcontactno.ofclientsincharge</td></tr>
<tr><td>StartDate(Month/ Year):</td><td>CompletionDate (Month/Year):</td><td colspan="2">Approx.ValueofServices</td></tr>
<tr><td colspan="2">NameoftheAssociatedFirms,if any</td><td colspan="2">associatedfirmsshareinthework</td></tr>
<tr><td colspan="4">DetailsofEquipmentused:</td></tr>
<tr><td colspan="4">Narrativedescriptionoftheproject:</td></tr>
<tr><td colspan="4">DescriptionofActualServicesprovidedbyyou</td></tr>
</table>

Firm'sName:.....

3C. FIRM'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

OntheTermsof Reference:

1.

2.

3.

4.

5.

Onthedata,services,andfacilitiestobeprovidedbytheClient

1.

2.

3.

4.

5.

FIRM'SNAME:

3**D.**

DESCRIPTIONOFTHEMETHODOLOGYANDWORKPLANFOR PERFORMING THE ASSIGNMENT

1. Providing 01tipperof min 5.5cumcapacity1 supervisor, 1 semi skilledlbour& 4 unskilled labours forremoval ofsilt by road side kerb and Median.
2. Thesuccessfulbiddershallidentifyandemploytheunskilledlaborers required for the work.
3. Thesuccessful biddershallsubmitthedetails ofpersonsto beengagedandthe machineries required for the performance of the assignment.

3E.MACHINEDETAILSANDTEAMCOMPOSITION

(To be indicated on Firms/AgenciesLetterhead)

1. Annual Maintenance ofArterialand SubArterialroadsincludingdesiltingof roadsidedrains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabsand kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South.available before this tender to be used.

Sl. No.	**Own/Lease**	**Capacity/ output/ performance**	**ReferenceoftheInvoice**
	Providing 01 tippers, of min 5.5 cum capacity for removal of silt by road side kerb and Median for conveying upto a distance of 25kms.		ReferenceoftheInvoice/RC Book to be enclosed

2. ManPower

No.	Name
01	Supervisor
1	Semiskilledlabour
4	Unskilledlabours

3F.

FORMATOFCURRICULUMVITAE(CV)FOR PROPOSED PROFESSIONALSTAFF

(ForProjectManagerandSeniorEngineersonly)

ProposedPosition:

NameofFirm:

NameofStaff:

Profession:

Dateof Birth:

YearswithFirm/Entity:

Nationality:

MembershipinProfessionalSsocieties:

DetailedTasksAssigned:

KeyQualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

Education:

[Summaries college/university and other specialized education of staff member, giving namesofschools,datesattended,anddegreesobtained.Useaboutonequarterofapage.]

EmploymentRecord:

[Startingwithpresentposition,listinreverseordereveryemploymentheld.Listall positionsheld by staff member since graduation, giving dates, names of

*employing organizations**,** titles of positions held, and locations of assignments. Forexperience in last ten years**,** **also** give typesof activities performed and client references. Where appropriate. [Use about three-quarters of apage.]*

Languages:

*[For*eachlanguageindicate*proficiency:*excellent,good,fair,orpoor;inspeaki
ng,*reading, and writing]*

Certification:

I**,**theundersigned,certifythattothebestofmyknowledgeandbelief,thesedatac
orrectly describe me, my qualifications, and my experience.
_____Date:_____

[Signatureofstaffmember] ***Day/Month /Year***

**Fullnameof staff
member:_____**

_____Date:_____

[SignatureofauthorisedrepresentativeoftheFirm] ***Day/Month/Year***

**Fullnameofauthorised
representative:_____**

3H.ACTIVITY(WORK)SCHEDULE

A. Workexecution:

- Providing01tippersofcapacitynotlessthan5.5cum,4Nos unskilled Labours, Nos1 Semi Skilled labour and 1no Supervisorforremoval of silt by road side kerb and Median (Considering for 40 kms)
- Hire charges for Excavator /JCB
- Removing&ResettingofFootpathSlabs
- Removing&ResettingofKerbStones
- Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finsihed in line as per direction of Engineer in charge.
- Providing and laying 100mm thick pre-cast cover slabs over Rain water harvesting pit of width not exceeding 1000 mm using M20 concrete reinforced with TMT bars Fe 500 @ 6kg/m2, slabs jointed in CM 1:3 proportion and nicely finished Including providing holes in the Cover slabs wherever necessary for easy drainage of surface water including of labour, materials, scaffolding, usage of machinery, curing, lead and lift charges etc, Complete.
- Remove and Resetting of available heavy duty cobble stones/Interlocking stones/ Pavers of60/75/80/100mmthickinterlockpavers,over40mmthicksandbed(averagethickness)andcompacting with plate vibratorhaving3tonscompactionforcetherebyforcingpartofsandunderneathtocomeupinbetween joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications.
- Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compactionforce there byforcingpartof sand underneath to come up in betweenjoints, final compaction of paver surface joints into its final level , including cost of materials, labour and Usage charges of machinery complete as per specifications.
- Earth work in surface excavation for stripping, seating of bund, Road way by manual means for lowering &levellingthe ground forallworksotherthanfoundation& depthinOrdinaryrockandsoftrockupto300mm depth as per drawing and technical specifications, including setting out, barricading, caution lights,includingdressingof excavated surfaces, disposingoff or levellingthe excavated stuff orsorting&stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5m including cost of labour, tools, usage& other appurtenances required to complete the work.
- Disposalofbuildingrubbish/malba/ similarunserviceable,dismantledorwastematerialsbymechanical means, includingloading, transporting, unloadingtoapprovedmunicipaldumpinggroundorasapprovedby Engineer-in-charge to the appropriate disposal area.
- Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract.
- Removalofalltypesofdebris.
- DisposalofTreevegetationcutduringrainyseasonandleftovervegetation,fallentrees.
- Pruningofroadsidetrees/Centralmedianandcorners.
- LodgingPoliceComplaintagainstunauthorizeddumpingofdebris/garbagewaste.

Sl No.	Item of Activity (Work)	**Monthwiseprogram(informofBarChart)+ +[1st,2nd,etc.aremonth from the start of assignment)**											
		nd	rd	th	th					th	th	th	

++Theprogramshouldbefortheperiodofcompletionofassignment.

B. CompletionandSubmissionofReports

Reports:*	Programme:(Date)
1.InceptionReport	
2.MonthlyProgressReport	
3.FinalReport	

Form6

BANKER'SCERTIFICATE

Thisis tocertify that M/s. isa reputed Company with a good Financial Standing. If the Contractforthiswork, namely (nameofthework)isawardedtotheaboveFirm,we shallbeable to provide Over Draft / Credit Facilities to the extent of Rs._____to meet the Working Capital Requirements for executing the above Contract.

Sd/-
NameoftheBank,SeniorBankMan ger Address

***thisCertificateistobeobtainedfromnationalisedorscheduledbanksonly**

SECTION4.

FINANCIALPROPOSAL–STANDARDFORMS

4A. Financial proposal

submissionform. 4B. Summary

of costs

4A.FINANCIALPROPOSALSUBMISSIONFORM
(tobefilledonlythroughKPPportalonly)

[Location,Date]

FROM:(NameofFirm) TO:(NameandAddressofClient)

_____ _____

_____ _____

Dearsirs,

Subject: Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths,Realignment of kerbstones,Replacement of drain covering slabs and kerbstones,maintenance of roads underflyovers and underpasses and Conveying the Silt/Debris/SolidWaste/tree vegetation to approved locations within BBMP limits pertaining to Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South

FinancialProposal.

We,the undersigned,offer to provide the Annual Maintenance of Arterial and SubArterial roads including desilting of road sidedrains/near kerbs,corners,onfootpath sa nd Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths,Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/SolidWaste/tree vegetation to approved locations within BBMP limits pertaining Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals). Our attached financial proposal is for the sum of [Amount in words and figures] **per km**. this amount isinclusive of all taxes

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e.,[Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you

receive.We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of the Firm: Address:

4B. FINANCIALBIDFORMAT:
(TobefilledonlythroughKPP portal)

Sl. No.	Descriptionofitem(withbriefspecificationand reference to Book of specification)	Approx. Quantity	Unit	Annual Estimated amountIn Rs.	Bidder Quoted Amount(Rs)
1	• Providing01tippersofcapacitynotlessthan5.5cum,4Nos unskilled Labours, Nos1 Semi Skilled labour and 1no Supervisorforremoval of silt by road side kerb and Median (Considering for 40 kms) • Hire charges for JCB/Excavator • Removing&Resettingof FootpathSlabs • Removing&Resettingof KerbStones • Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finsihed in line as per direction of Engineer in charge. • Providing and laying 100mm thick pre-cast cover slabs over Rain water harvesting pit of width not exceeding1000 mm using M20 concretereinforced with TMT bars Fe500 @6kg/m2, slabs jointedin CM 1:3 proportion and nicely finished Including providing holes in the Cover slabs wherever necessary for easy drainage of surface water including of labour, materials, scaffolding, usage of machinery, curing, lead and lift charges etc, Complete. • Remove and Resetting of available heavy duty cobble stones/Interlocking stomes/ Pavers of 60/75/80/100mm thick interlock pavers, over 40mm thick sand bed (average thickness) and compactingwith platevibratorhaving3tonscompactionforcetherebyforcingpartofsandunderneath to come up in between joints, final compaction of paver surface joints into its final level, includingcost of materials, labour and HOM of machineries complete as per specifications. • Providingand layingheavy dutycobblestones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force there by forcing part of sand underneath to come up in betweenjoints,finalcompactionofpaversurfacejointsintoitsfinallevel,includingcost ofmaterials, labour and Usage charges of machinery complete as per specifications. • Earthworkin surfaceexcavationforstripping,seatingofbund,Roadwaybymanualmeansfor lowering&levellingthegroundforall worksotherthanfoundation&depthinOrdinaryrockandsoft rockupto300mmdepthasperdrawingandtechnicalspecifications,includingsettingo ut,barricading, caution lights, including dressing of excavated surfaces, disposing off or levelling the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5m including cost of labour, tools, usage& other appurtenances required to complete the work. • Disposalofbuildingrubbish/malba/ similarunserviceable,dismantledorwastematerials by mechanicalmeans,includingloading,transporting,unloadingtoapprovedmunicipal dumpingground or as approved by Engineer-in-charge to the appropriate disposal area. • Supervisionofthedesignatedlengthandkeepingvigilagainstdumpingof				

	unauthorized debris/garbagebycommercialestablishmentinthelength givenon contract. • Removalofalltypesof debris. • DisposalofTreevegetationcutduringrainyseasonandleftovervegetation,fallentrees. • Pruningofroadsidetrees/Centralmedianand corners. • LodgingPoliceComplaintagainstunauthorizeddumpingofdebris/garbagewaste.				
Sl. No.	**Descriptionofitem(withbriefspecificationandreferenceto Book of specification)**	**Approx. Quantity**	**Unit**	**Monthly Estimatedamount In Rs. per Km**	**Bidder Quoted Amount(Rs)**
A	For execution of the above specification for Year 2025-26		Per Km		
GSTShallbepaidtothetenderedamount Separately					

Note:

(1) Theaverage oftheallthe3 yearswilldecidethelowestbid.

(2) Wherethereisadiscrepancybetweentherateinfiguresandwords,thelower ofthetwowillgovern.

(3) Wherethereisadiscrepancybetweentheunitrateandtheline-itemtotalresultingfrommultiplyingtheunitratebyquantity,theunitratequoted shallgovern

SECTION5.TERMSOFREFERENCE

1.BACKGROUND

2.OBJECTIVES

3.DETAILEDSCOPEOFSERVICES:

4. REPORTS,TIMESCHEDULEANDPAYMENTSCHEDULE

5.SPECIFICRESPONSIBILITIESOFTHEFIRM

6.OBLIGATIONSOFTHECLIENT

1. BACKGROUND

BRUHAT BENGALURU MAHANAGARA PALIKE, (BBMP) through Executive Engineer(RI-West Division) on behalf of the Commissioner is undertaking Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs,corners,on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerbstones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/treevegetation to approved Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South.This project is one of the most needed and important project for prevention of Day to day maintenance and upkeeping of footpaths and desilting ofroad side drains in a systematic manner.

2 OBJECTIVES

Theprimaryobjectiveoftheclientforhiringtheservicesoftheirmis to:

- DaytodaymaintenanceofArterialandSubArterialRoads
- Preventionofblockagesinroadsidedrains.
- Levelingoffootpathsandreplacementofbrokentiles.
- Re-construction/Re-settingofbrokenroadsidedrains.
- Preventionofpeoplefromdumpingdebrisonroadsideandmaintenanceofkerbstonesandreplacement of broken kerb stones.

3 DETAILEDSCOPEOFSERVICES:

- Providing01tippersofcapacitynotlessthan5.5cum,4Nos unskilled Labours, Nos1 Semi Skilled labour and 1no Supervisorforremoval of silt by road side kerb and Median (Considering for 40 kms)
- Hire charges for JCB/ Excavator
- Removing&ResettingofFootpathSlabs
- Removing&ResettingofKerbStones
- Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finsihed in line as per direction of Engineer in charge.
- Providing and laying 100mm thick pre-cast cover slabs over Rain water harvesting pit of width not exceeding 1000 mm using M20 concrete reinforced with TMT bars Fe 500 @ 6kg/m2, slabs jointed in CM 1:3 proportion and nicely finished Including providing holes in the Cover slabs wherever necessary for easy drainage of surface water including of labour, materials, scaffolding, usage of machinery, curing, lead and lift charges etc, Complete.
- Remove and Resetting of available heavy duty cobble stones/Interlocking stomes/ Pavers of 60/75/80/100mmthickinterlockpavers,over40mmthicksandbed(averagethickness)andcompacting with platevibratorhaving3tonscompactionforcetherebyforcingpartofsandunderneathtocomeupinbetween joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications.
- Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average

thickness) and compacting with plate vibrator having 3 tons compactionforce there byforcingpartof sand underneath to come up in betweenjoints, final compaction of paver surface joints into its final level , including cost of materials, labour and Usage charges of machinerycompleteasperspecifications.

- Earth work in surface excavation for stripping, seating of bund, Road way by manual means for lowering &levellingthe ground forallworksotherthanfoundation& depthinOrdinaryrockandsoftrockupto300mm depth as per drawing and technical specifications, including setting out, barricading, caution lights,includingdressingof excavated surfaces, disposing off or leveling the excavated stuff or sorting &stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5m including cost of labour, tools, usage& other appurtenances required to complete the work.
- Disposal of building rubbish/malba/similar unserviceable,dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge to the appropriate disposal area.
- Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract.
- Removalofalltypesofdebris.
- DisposalofTreevegetation cut during rainy season and left over vegetation,fallentrees.
- Pruning of road sidetrees/Central median and corners.
- Lodging Police Complaint against unauthorized dumping of debris/garbage waste.

MEASUREMENT:

The Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths,Realignment of kerb stones,Replacement of drain covering slabs and kerb stones,maintenance of roads under flyover sand underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP imits shall be measured by the length in kms of Arterial and SubArterial roads as per the list of Arterial and SubArterial roads enclosed in this tender.No partialworkorincompleteworkisallowedonanyofthe ArterialandSubArterial roads,suchpartial or incomplete workwill not be consideredfor payment. Payment will be made only for the completed stretch of Arterial and Sub Arterial roads (Rounded off to a kilometer) as per arterial and sub arterial list and not the physical measurements made at site.

PAYMENT:

The work performed and materials furnished in accordance with this Item and measured as providedunder"Measurement"shallbepaidforattheunitpricebidfor“**AnnualMaintenanceof ArterialandSubArterialroads**”.Thispriceshallbefullcompensationforremovalanddisposal of debrisandexcessmaterialasperdetailedscopeofservices.Allbills/invoicesshallbesubmitted on monthly basis and payment will bemadeonly once ina month as per the payment schedule of conditions of contract.

There might be a situation where in some Arterial and Sub Arterial roads in the list will be taken up for Special repair works/Jacketing works by BBMP during the contract. In such situations, BBMP will give a written notice to the firm well in advance and will be asked to discontinuesuch stretch of Arterial and Sub Arterial roads from Annual Maintenance. In such situations the payment will be made on prorate basis. Similarly, if the BBMP proposes to add some more stretch of Arterial and Sub Arterial roads the payment will be increased on prorate basis to thefirm**.**

4. TIMESCHEDULEANDPAYMENTSCHEDULE

4.1 ContractSchedule

Theassignmentisfor12calendarmonths.

4.2 ScheduleofReports

TheFirmshallprepareandsubmitfourcopiesofreportstoBBMPofea chofthe following reports documented in English:

(a) Monthly–ProgressReport - Bythe5th oftheeachmonth

(b) QuarterlyProgressR - Bythe5th ofthefirstmonthofthe following quarter (*In lieu* of the monthly progress report)

(c) eport Final Report - One(01)monthaftercompletion ofthe works (professional acceptance)

4.3 ContentsofReports

(a) InceptionReport

TheInceptionReportshallcoverthefollowing:

- AbriefintroductionoftheprojectwithLocationMap
- ReviewingContractor'smobilizationandworkplan.
- SettingoutGuidelinesforAdministrating,MonitoringandEvalu atingproject progress.
- Modeof co-operationwiththeBBMPandanyotherrelatedorganization (s).
- QualityAssuranceProgramme.

(b) MonthlyProgressReports

The Monthly Progress Reports shall be brief and concise and provide means ofclosely monitoring project progress and forecasting construction costs, and shallcover the following:

- Mainactivities,undertakenandeventsfortheperiodandProgressReport.
- MonitoringandEvaluationofprojectprogress
- Projectaccounts,paymentsofapprovedbills,claims,certification of payments and variation orders.

- KeyIssues.

(c) QuarterlyProgressReports

Quarterly Progress Report summarizing activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for that particular month.

4.4 PaymentSchedule

The total fee payable for the assignment will be paid Monthly. For claiming the monthly payment, the contractor should submit the bills along with the photos with geo-tagging locations which are to be taken in between 25th and end of the month.The Executive Engineer may order the PMC appoint for supervision and certification.

Penaltyclause:Theagencymust attendtheentirestretch of36.18kmsofArterialandSub Arterial roads of Sarvagnanagara&PulikeshinagaraConstituency and will conduct maintenance on day to day basis (and on call).

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order). If a solid waste/silt is identified on identified stretches / Arterial and Sub Arterial roads the **penalty levied will be for each 500 mtrs stretch units** as below:

1. Onelocationin500mtr= Rs.500/-
2. Twolocationin500mtr= Rs.1,000/-
3. Threelocationin500mtr= Rs.2,000/-
4. Fourlocationin500mtr= Rs.4,000/-

IfthedelayiscontinuedanoticewillbeissuedforNonperformanceandNonperformanceis extended for continuous 3 months, then the contract may be liable for termination at thediscretion ofBBMP.

5.0 Equipmentrequiredforservices

1. The firm/agency shall have in possession atleast 01nos of tippers of min 5.5 cum capacity. The **Original RC book of 1 tippers of min 5.5 cum capacity** shall be submitted by the bidder to BBMP on issue of Work Order.
2. TheFirm/agencyshallprovideatleast1 Supervisor, 1 Semi skileedLabour and 4 Unskilledlaborers.
3. The firm/agency shall paint the whole machineries with **“SKY BLUE PAINT”** marked as **“BBMP CONTRACT VEHICLE FOR ANNUAL MAINTENANCE OF ARTERIAL AND SUB-ARTERIAL ROAD OF BENGALURU CITY”.**

6.0Disputeif any

Disputes between the Engineer-in-charge of the work of the Client and the Firm will be settled and the decision of the Commissioner, BBMP, Bengaluru is final and bidding on both the parties.

7. SPECIFICRESPONSIBILITIESOFTHEFIRM

TheFirmshallbefullyresponsibleforcollectingdataandinformationfromGovernmentagencies after paying any necessary charges. All information, data and reports obtained from the Government agencies in the execution of the services shall be properly reviewed and analysed by the Firm. The responsibility for the correctness of using such data shall rest with the Firm. All such information, data and reports shall be treated as confidential.

The Firm shall be responsible for arranging all machines, labour, materials, necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

The Firm shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

8. OBLIGATIONSOFTHECLIENT

8.1 Documents

The BBMP shall provide the Firm with copies of all data and reports available and considered relevant to the execution of the work

8.2 LiaisonandAccess

The BBMP shall provide liaison with other Government agencies and Departments forthe introduction of the Firm. The Firm shall be given unhindered access to the relevant agencies in order to carry out the study.

SECTIONVI:CONTRACTFORFIRM'SSERVICES

between

BRUHATBENGALURUMAHANAGARAPALIKE,(BBMP)

_____

[NameofClient]

and

_____

[NameofFirms]

Dated:

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I. FORM OF CONTRACT

ThisCONTRACT (hereinaftercalled the "Contract")is made the _____day of the month of_____,20_____, between, on the one hand, _____(hereinaftercalledthe"Client")and,ontheotherhand,

_____(herein after called the "Firms*"). [Note : If the Firms consist of more than one entity, the above should be partially amended toread as follows:
"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all theFirms' obligations under this Contract, namely,(hereinafter called the "Firms.")".

WHEREASand

(a) the Client has requested the Firms to provide certain Annual Maintenance of Arterial and Sub Arterial roads as defined in the General Conditions of Contract attached to this Contract (hereinafter called the" Services");

(b) the Firms, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Serviceson the terms and conditions set forth in this Contract ;and

NOWTHEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshallbe deemedtoformanintegralpartof this Contract:

(a) TheGeneralConditionsofContract(hereinaftercalled"GC");

(b) TheSpecialConditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

AppendixA:DescriptionoftheServices _____
Appendix B: Reporting Requirements _____
AppendixC:machinespecificationsandtechnicaldetails _____
Appendix D:Deleted _____
AppendixE:CostEstimates _____
AppendixF: FormofGuaranteeforAdvancePaymentsandperformancesecurity _____

[Note: If anyof theseAppendicesare not used, the words"Not Used" should be inserted below next to the title of the Appendix on the sheet

attached hereto carrying the title of that Appendix.].

2. ThemutualrightsandobligationsoftheClientandtheFirmsshallbeassetforthinthe

Contract;inparticular:

(a) TheFirmsshallcarryouttheServicesinaccordancewiththeprovisionsoftheContract;and

(b) TheClientshallmakepaymentstotheFirmsinaccordancewiththeprovisionsofthe Contract.

INWITNESSWHEREOF,thePartiesheretohavecausedthisContracttobesignedintheir respective names as of the day and year first above written.

*Allnotesshouldbedeletedinthefinaltext

FORANDONBEHALFOF[NAMEOFTHECLIENT]By

(AuthorizedRepresentative)

FORANDONBEHALFOF[NAMEOFTHEFIRMS] By

(AuthorizedRepresentative)

II. GENERALCONDITIONSOFCONTRACT

1. GENERALPROVISIONS

1.1Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneverusedin thisContract have the following meanings:

(a) "Applicable Law" meansthe lawsandanyotherinstruments havingtheforce of lawinIndia, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date”meansthedateon whichthisContractcomesintoforceandeffectpursuant to Clause GC2.1

(d) “ContractPrice”meansthepricetobepaidfortheperformanceofthe Services,in accordance with Clause6;

(e) "GC"meanstheseGeneralConditionsofContract;

(f) "Government"meanstheGovernmentofKarnataka;

(g) "Localcurrency"meansIndianRupees;

(h) "Member", incase the Firmsconsist of a joint venture of more than one entity, meansany of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Firms’ rights and obligations towards the Client under this Contract.

(i) "Party"meanstheClientortheFirms,asthecasemaybe,andPartiesmeansbothofthem;

(j) "Personnel" meanspersons hired bythe Firmsor by any Sub-Firm as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2(a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Firms pursuant to this

Contract as described in Appendix A; and

(m)"Sub-Firm" meansanyentitytowhichtheFirmssubcontractanypartoftheServicesin accordance with the provisions of Clauses 3.5 and4.

(n) 'Thirdparty"meansanypersonor entityotherthantheGovernment,theClient,theFirms,or aSub-Firm.

(o)

1.2 LawGoverningtheContract

ThisContract, itsmeaningand interpretation, andthe relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent madepursuant tothisContract shall be inwritingand shall be deemed to havebeen madewhen delivered inpersonto an authorized representative of thePartytowhomthecommunicationisaddressed,orwhensentbyregistered mail,telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A(Arterial and Sub Arterial Roads of Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South) and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 AuthorizedRepresentatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firms may be taken or executed by the officials specified in the SC.

1.7 TaxesandDuties

The Firms, Sub-Firms and their Personnel shall pay all taxes, duties, fees and other

impositionsasmaybeleviedundertheApplicableLaw,theamountof whichisdeemedto have been included in the Contract Price.

2. Commencement,Completion,ModificationandterminationofContract

2.1 EffectivenessofContract

ThisContractshallcomeintoeffectonthedatetheContractissigned bybothPartiesor such other later date as may be stated in the SC.

2.2 CommencementofServices

TheFirmsshallbegincarryingouttheServiceswithinten(10)daysafterth edatethe Contract becomes effective, or at such other date as may be specified in the SC.

2.3 ExpirationofContract

UnlessterminatedearlierpursuanttoClause2.7,thisContractshalltermi nateattheend of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scopeof theServicesor of theContractPrice,mayonlybemadebywrittenagreement between the Parties.

2.5 ForceMajeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyondthe reasonablecontrolof aParty,andwhichmakesaParty'sperformance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 NoBreachofContract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care andreasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 ExtensionofTime

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of theirinabilityto perform theServices as a result of an event of Force Majeure, the Firms shall be entitled to continue to be paid under the termsof this Contract, aswell astobereimbursedforadditionalcosts reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

TheClientmaybywrittennotice of suspensiontotheFirms,suspendallpaymentstothe Firms hereunder if the Firms fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firms to remedy such failure within a period not exceeding thirty (30) days after receipt by the Firms of such notice of suspension.

2.7 Termination

2.7.1 Bythe Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Firms, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Firms do not remedy a failure in the performance of their obligationsunder the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b)iftheFirms(oranyoftheirmembers)becomeinsolventorbankrupt;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Forthepurposeofthisclause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or incontract execution.

“fraudulentpractice”meansamisrepresentationoffactsinordertoinfluencea

selection process or the execution ofa contract to the detriment of GOK/BBMP,and includes collusive practice among Firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK/BBMP of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 Bythe Firms

The Firms may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause2.7.2:

(a)ifthe Clientfailstopayanymoniesdue tothe FirmspursuanttothisContractand not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firms that such payment is overdue;

(b) If the Client isin material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firms may have subsequently approved in writing) following the receipt by the Client of the Firms' notice specifying such breach;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60)days.

2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) suchrightsandobligationsasmayhaveaccruedonth edateof termination or expiration;
(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) theFirms'obligationstopermitinspection,copyingandauditingofth eiraccounts and records set forth in Clause GC3.5 (ii) here of; and

(iv)anyrightwhichaPartymayhaveundertheApplicableLaw.

2.7.4 CessationofServices

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a

prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firms and equipment and materials furnished by the Client, the Firms shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 PaymentuponTermination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Firms (after offsetting against these payments any amount that may be due from the Firm to the Client)):

(a) remunerationpursuanttoClauseGC6hereofforServicessatisfactorilyperformed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except inthe case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1hereof, reimbursement of anyreasonable costincidentto the prompt and orderly termination of the Contract.

2.7.6 DisputesaboutEventsofTermination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. ObligationsoftheFirms

3.1 General

The Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, inrespect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's

legitimate interests in any dealings with Sub-Firms or Third Parties.

3.2 ConflictofInterests

3.2.1 FirmsNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Firms pursuant to Clause GC 6 hereof shall constitute the Firms' sole remuneration inconnection with this Contractor the Services and the Firmsshall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Firmsshall use their best efforts to ensure that any Sub-Firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 ProcurementRulesofFundingAgencies

If the Firms, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Firms shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained bythe Firms inthe exercise of such procurement responsibility shall be for the account of theClient.

3.2.3 FirmsandAffiliatesnottoengageinCertainActivities

The Firms agree that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firms, as well as any Sub-Firm and any entity affiliated with such Sub-Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 ProhibitionofConflictingActivities

TheFirmsshallnotengage, andshallcausetheirPersonnelaswellastheirSub-Firmsand their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK/BBMP which would conflict with the activities assigned to them under this Contract; and

(b) aftertheterminationof thisContract,suchotheractivitiesasmaybespecifiedin the SC.

3.3 Confidentiality

The Firms, their Sub-Firms and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietaryorconfidential informationrelatingto the Project, the Services,thisContract or the

Client's business or operations without the prior written consent of the Client.

3.4 InsurancetobeTakenOutbythe Firms

The Firms (i) shall take out and maintain,and shall cause anySub-Firms to take outand maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.5 Accounting,InspectionandAuditing

The Firms (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to inthe SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed bythe Client.

3.6 Firms'ActionsRequiringClient'sPriorApproval

The Firms shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it be ingunderstood(i)thatthe selectionof theSub-Firmandthetermsandconditionsof the subcontract shall have been approved in writing by the Client prior to the execution ofthe subcontract, and (ii) that the Firms shall remain fully liable for the performance of the ServicesbytheSub-FirmanditsPersonnelpursuanttothis Contract; and

(b) Changingormodifyingorbriningthemachineriesduringthecontract;

(c) anyotheractionthatmaybespecifiedintheSC.

3.7 ReportingObligations

The Firms shall submit to the Client the reportsand documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 DocumentsPreparedbytheFirmstobethePropertyoftheClient

All plans, drawings, specifications, designs, reports, other documents and software Prepared by the Firmsfor the Client under thisContract shall become and remain the

property of the Client, and the Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Firms may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 EquipmentandMaterialsFurnishedbytheClient

Equipment and materials made available to the Firms by the Client, or purchased by the Firms with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firms shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Firms, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Firms'PersonnelandSub-Firms

4.1 General

The Firms shall employand provide such qualified and experienced Personnel and Sub- Firms as are required to carry out the Services.

4.2 DescriptionofPersonnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement inthe carryingout of the Servicesof each of the Firms' Key Personnelare described in Appendix C. If any of the Key Personnel has already been approved bythe clients his/her name is listed aswell.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustmentswith respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Firms by written notice to the Client, provided (i)that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth inClause GC 6.1(b) of this Contract. Anyother such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services

specified in Appendix A, the estimated periodsof engagementof KeyPersonnel setforthinAppendix C may be increased by agreement in writing between the Client and the Firms, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth inClause GC 6.1(b) of this Contract.

4.3 Approvalofmachine

The machine as listed in Appendix C are hereby approved by the Client. Any modifications to themachine orreplacingthe machine will needpriorapproval from the client and any such replacement shall be of better and newer or new machine than the existing one.

4.4 **WorkingHours,Overtime,Leave,etc**.

(a) WorkinghoursandholidaysforKeyPersonnelaresetforthinAppendixC.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified inAppendix C hereto, and except as specified in such Appendix, the Firms' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth inAppendix C. Any taking of leave byPersonnel shall be subject to the prior approval by the Firms who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Replacementofmachine

(a) Exceptas theClientmayotherwiseagree,nochangesshall bemadetothe machine. If,for any reason beyond the reasonable control of the Firms, itbecomes necessary to replace any of the machines, the Firms shall forthwith provide a replacement which shall be of better and newer or new machine than the existing one.

(b) If the Client (i) finds that the machine so procured and put to work is not performing satisfactorily and is not capable of executing work properly then the Firms shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement which shall be of better and newer or new machine than the existing one. Such replacement will not attract any additional paymentsandthefirm must replace inan agreedtimeandatnotimethe workmust hamper in such process.

4.6 ResidentProjectManager

If required by the SC, the Firms shall ensure that at all times during the Firms' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. ObligationsoftheClient

5.1 AssistanceandExemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all suchinstructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Firms and the Personnel and any Sub-Firms employed by the Firms for the Services from any requirement to register or obtain any permitto practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Firms, Sub-Firms and Personnel any such other assistance as maybe specified in the SC.

5.2 Accessto Land

The Client warrants that the Firms shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will beresponsible foranydamage to suchland or any property thereon resulting from such access and will indemnify the Firms and each of the Personnel inrespect of liability for any such damage, unless such damage is caused by the default or negligence of the Firms or any Sub-Firm or the Personnel of either of them.

5.3 Services,FacilitiesandPropertyoftheClient

deleted.

5.4 Payment

In consideration of the Services performed by the Firms under this Contract, the Client shall make to theFirms such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PaymentstotheFirms

6.1 CostEstimates;CeilingAmount

(a) AnestimateofthecostoftheServicespayableinlocalissetforthinAppendixE.

(b) Exceptas maybeotherwise agreed under Clause GC 2.6 and subjectto Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Firms shall notify the Client as soon as cumulative charges incurred for

---

theServiceshavereached80%ofeitherofthese ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses

GC 5.3, 5.4 hereof,thePartiesshallagreethatadditionalpayments,shallbemade totheFirms

inordertocoveranynecessaryadditionalexpendituresnotenvisagedinthecost estimatesreferredtoinClauseGC6.1(a)above,theceilingorceilings,asthecase maybe,setforthinClauseGC6.1(b)above shallbeincreasedbytheamountor amounts, as the case may be, of any such additional payments.

6.2 Remuneration/payments

The total fee payable for the assignment will be paid Monthly. For claiming the monthly payment, the contractor should submit the bills along with the photos with geo-tagginglocationswhicharetobetakeninbetween25th andendofthemonth.The

Executive Engineer may order the PMC appoint for supervision and certification**.**

Penaltyclause: The agencymust attend the entire stretch of 31.5 kms of Arterialand Sub Arterial roads of Vijaynagar,Chickpete and Basavanagudi Constituency of RI-South in first 02 months of the start of the work. Afterwards the agency will conduct maintenance on day-to-day basis (and on call).

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order). If a solid waste/silt is identified on identified stretches / Arterial and Sub Arterial roads the **penalty levied will be for each 500 mtrs stretch units** as below:

1. Onelocationin500mtr= Rs.500/-
2. Twolocationin500mtr= Rs.1,000/-
3. Threelocationin500mtr= Rs.2,000/-
4. Fourlocationin500mtr= Rs.4,000/-

If the delay is continued a notice will be issued for Non performance and Non performance is extended for continuous 3 months, then the contract may be liable for termination at the discretion of BBMP

6.3 CurrencyofPayment

Allpayments(RemunerationandReimbursable)shallbemadeinIndianRupees

6.4 ModeofBillingandPayment

MonthlyBillingandpaymentsshallbemade

7. SettlementofDisputes

7.1 AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising

out of or in connection with this Contract or the interpretation thereof.

7.2 DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIALCONDITIONSOFCONTRACT

NumberofGCClause

A. Amendmentsof,andSupplementsto,ClausesintheGeneral Conditionsof Contract

[1.1(h) TheMemberinChargeis.....]

[1.4.1

Theaddresses

are: Client:

Attention : _____

Cableaddress:_____
_____Telex
:_____
_____Facsimile :
_____E-mail :

Firms:

Attention :.....----------
Cable address:_____
_____Telex :
_____Facsimile
:_____
E-mail :.....

[Note:[1]Fillinthe Blanks]

[1.4.2Noticewillbedeemedtobeeffectiveasfollows:

(a) inthecaseofpersonaldeliveryorregisteredmail,ondelivery;
(b) inthecaseoftelexes,24hoursfollowingconfirmedtransmission;
(c) inthecaseof telegrams,24hoursfollowingconfirmedtransmission;and
(d) inthecaseof

facsimiles,24hoursfollowingconfirmedtransmission.] [1.6

The Authorized Representatives are:

For the Client: _____
For the Firms:

[Note:FillintheBlanks]

[1.7.1 The Firms, Sub-Firms and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of thiscontract and the client shall perform such dutiesin regard to the deduction of such tax as may be lawfully imposed.]

[2.1 Theeffectivenessof contractshallbefrom thedateof agreement/Noticetoproceedwith the work

[2.2 The time period shall be

10 days [2.3

Thetimeperiodshallbe12months

[3.4 Therisksandthecoveragesshallbeasfollows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Firmsor theirPersonnelor anySub-Firmsor theirPersonnelforthe period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs 15 lakhs for the period of services.

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client’s liabilityand workers' compensation insurance inrespect of the Personnel of the Firms and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate ;and

(e) Insurance against loss of or damage to (i) equipment purchased in wholeorin part with funds provided under this Contract, (ii) the Firms' property used in the performance of the Services, and (iii) any documents prepared by the Firms in the performance of the Services.]

(f) BBMP will install surveillance cameras at critical/selected locations wherein the successful bidder will be monitored and payment will be released based on the performance recorded in the cameras.

[Note: Fill inthe blanks anddelete what isnot

applicable.] [3.6(c) The other actions are:

"(i) taking any action under a civil works contract designating the Firms as

"Engineer", forwhich action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Firms shall notuse thesedocuments for purposes unrelated to this Contractwithout the prior written approval of the Client.]

[4.6Note:Ifthereisaresidentprojectmanager,statehere:"Thepersondesignatedasresident

projectmanagerinAppendix Cshallserveinthatcapacity,asspecifiedinClause GC 4.6." If there is no such manager, delete this Clause SC 4.6 from the SC.]

[5.1Note:Listhereanychangesoradditionsto Clause GC5.1.Iftherearenosuchchangesor additions, delete this Clause SC 5.1 from the SC.]

[6.1(b) Theceilingamountofcontractis:_Rs._____]

[6.2(b)(1)Itisunderstood(i)

thattheremunerationratesshallcoversuchsalariesand allowances as the Firmsshall have agreed to pay to the Personnel as wellas factors forsocialcharges,overhead,andFirms'fee, (ii)thatbonusesorothermeansof profit-sharingshallnotbeallowedasanelementofoverhead,and(iii)thatanyrates specified for persons not yet appointed shall be provisional and shall be subject to revision,with the written approval ofthe Client, once the applicable salaries andallowances areknown.

(2) Remunerationforperiodsoflessthanonemonthshallbecalculatedonacalendar-daybasisfor time spent and attributable to the assignment (one day being equivalent to1/30th of a month).

(3) TheratesforPersonnelaresetforthinAppendixE].

[6.2(c)Thereimbursable expenditures shall be thefollowing:

(1) nil

[6.4(a)The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) A Mobilisation advance of10%of the contract value shallbemadewithin15days afterreceiptofapplicationforMobilisationAdvancepayment.TheMobilisation advance paymentwillbedeductedbytheClientinthefirst6equalinstallments(1st six months). The Mobilisation advance will be disbursed only after receipt of Bank Guarantee. The bank guarantee shall be for an amount of 10% of the contract value

[6.4(e)Theaccountis]

Arbitration -Deleted

7.2 Disputesshallbesettledbyarbitrationinaccordancewiththefollowingprovisions:

7.2.1 SelectionofArbitrators

Eachdispute submittedbya Partyto arbitrationshall be heardbya sole arbitratoror an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party ofthe proposal ofa name for such an appointment by the Party who initiated the proceedings, either Party mayapply

tothePresident,InstitutionofEngineers*India,NewDelhi,foralistofnotfewerthan five

nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Firms shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named bythe Parties do not succeed inappointinga third arbitrator within thirty(30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has namedan arbitrator mayapply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for thatdispute.

7.2.2 RulesofProcedure

Arbitrationproceedingsshallbeconductedinaccordancewithprocedureof the Arbitration & Conciliation Act 1996, of India

7.2.3 SubstituteArbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationallyrecognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

Inanyarbitrationproceedinghereunder:

(a) proceedingsshall,unlessotherwiseagreedbytheParties,beheldinBe

ngaluru.(b) the English language shall be the official language

for all purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

AppendixA:DescriptionoftheServices

AppendixB:ReportingRequirements

AppendixC:machinespecificationsandtechnicaldetails

AppendixD:Deleted

AppendixE:CostEstimatesinIndianRupees

AppendixF:FormofBankGuaranteeforAdvancePayments

(ReferenceSCClause6.4(a)ofContract)

(TobestampedinaccordancewithApplicableStampAc

t,ifany) Ref:_____Bank Guarantee:_____Date:_____

Dear Sir,

InconsiderationofM/s._____(hereinafterreferredasthe“Client”,which

expressionshall,unlessrepugnanttothecontextormeaningthereofincludeitsuc cessors,administratorsandassigns)havingawarded to M/s.

_____

(hereinafter

referred to as the “Firm” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue ofclient’sContract Agreement No._____dated _____and the same having been unequivocally accepted by the Firm, resulting in a

Contractvaluedat

_____for

_____Contract(hereinaftercalledthe “Contract”)

(scope of work)

andthe Client having agreed to makean advance payment to the Firm for performance of the aboveContract amounting to

_____

(inwordsandfigures)asanadvance against Bank Guarantee to be furnished by theFirm.

We_____(NameoftheBank)havingitsHeadOfficeat_____

(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include itssuccessors, administrators executors andassigns)dohereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by theFirmtothe extent of_____asaforesaidatany time up to _____@

_____without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the

client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Bank also agrees that the Client at its option shall be entitled to enforce thisGuaranteeagainst the Bank as a principal debtor,in the first instance withoutproceeding against the Firmand notwithstanding any security or other guarantee that the Client may have in relation to the Firm’s liabilities.

Notwithstandinganythingcontainedhereinaboveourliabilityunderthisguaranteeislimitedto _____andit shall remainin force upto and including _____andshall be extended from time to time for such period (not exceeding one year), as may bedesired by M/s._____on whosebehalfthisguaranteehasbeengiven.

Datedthis_____dayof_____19_____at_____

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address)

Designation(withBankstamp)

Attorney as per Power of AttorneyNo._____Dated _____

PERFORMAMANCEBANKGUARANTEE

Ref:_____Bank Guarantee:_____Date:

_____To

WHEREAS **M/s._____**(hereinafter called"thefirm")hasundertaken,inpursuanceofContract No. dated_ to provide the services on terms and conditions set forth in this Contract for "**.....** (Hereinafter called the "the Contract"). AND WHEREAS it has been stipulatedbyyouin thesaidContractthatthefirmshallfurnishyouwithaBankGuaranteeby a recognized bank for the sum specifiedthereinas security for compliance with his obligations in accordance with the Contract;

ANDWHEREASwehaveagreedtogivethefirmsuchaBankGuarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalfof the firm up to a total of **Rs (5%of the contract value)** such sum being payable
in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sumswithinthelimitsof**Rs** .....
asaforesaidwithoutyourneedingtoproveortoshow
groundsorreasonsforyourdemandforthesumspecifiedtherein.

We hereby waive the necessity of your demanding the said debt from the firm before presenting us with the demand.

Wefurther agree that no change or addition to or other modification of the terms of the Contract or of the services to beperformed there under or of anyof the Contract documents whichmaybe made between you and the firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to**Rs. .....**andtheguaranteeshallremainvalidtill **.....**(3monthsbeyondtheexpiry of the contract) unless a claim or a demand inwriting ismade upon us on or before
........allourliabilityunderthisguaranteeshallcease.

SignatureandSealoftheGuarantor_____Inpresenceof

Name and Designation: (Name, Signature &Occupation)_____
Name of the Bank :
Address _____
(Name& Occupation):

Date:

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located inIndia